

4/9/07
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**GIFT AGREEMENT
BY AND AMONG
THE MASSACHUSETTS MELANOMA FOUNDATION, INC.
AND
THE TOWN OF ACTON, MASSACHUSETTS
(along with Acton-Boxborough Youth Baseball)**

This Gift Agreement is made on this _____th day of April, 2007, by and among The Massachusetts Melanoma Foundation, Inc., a Massachusetts charitable corporation ("MMF"), and the Town of Acton, Massachusetts and the Acton-Boxborough Youth Baseball ("ABYB") organization.

RECITALS

WHEREAS, MMF was formed in 1999 for the purposes of combating the rate of melanoma and melanoma deaths by, among other things, disseminating information to parents, children and the public in general about sun safety and other steps that can be taken to reduce the risk of being stricken with melanoma; and,

WHEREAS, the Town of Acton and the ABYB organization maintains a baseball field in the Town commonly know as "Veterans Field" ("the **Field**") at which there exists two baseball diamonds that are available to be utilized by the general public for recreational and community activities, including little league baseball games, practices and related activities;

WHEREAS, MMF working in cooperation with various business and professional firms, community and recreational groups and other volunteers, acting as a facilitator has arranged for the delivery of prefabricated materials necessary for two (2) baseball dugouts to be erected at the Field and to be given to the Town of Acton and the ABYB organization, each such dugout to be similar to the dugout that appears on EXHIBIT A attached hereto (collectively, the "**Dugouts**"); and

WHEREAS, MMF and the Town of Acton and the ABYB organization, in conjunction with activities and programs conducted at or near the FIELD, plan to conduct, coordinate and/or support opportunities to educate parents, children and the general public about Melanoma prevention.

NOW, THEREFORE, MMF and the Town of Acton and ABYB, intending to be legally bound, hereby agree as follows:

1.0 MMF's Obligations.

1.1 Delivery of Dugout Materials. MMF, working with volunteers and others, shall arrange for the delivery of prefabricated materials necessary to erect the Dugouts at the Field.

1.2 Donation of the Dugout Materials. As of the day on which the prefabricated materials needed for the Dugouts to be erected at the Field are delivered to the Field (the "**Effective Date**"), MMF shall give, and hereby does give, such Dugout materials to the Town of Acton.

2.0 Town of Acton's and ABYB's Obligations.

2.1 Site Preparation and Installation. The Town of Acton and ABYB acknowledges and

understands that, following the Effective Date, the Town of Acton and ABYB shall be responsible for the safekeeping of the Dugout materials, the clearing of the appropriate areas of the Field and other necessary site preparation so that the Dugouts can be properly erected at the Field, and for the proper installation of the Dugouts at the Field.

2.2 Signage of Sponsors. From and following the Effective Date and until the later to occur of (a) the last day of useful life of the Dugouts and (b) the twentieth (20th) anniversary of the Effective Date, the Town of Acton and ABYB, shall permit, without charge or any consideration, trademarks, service marks, trade names and/or logos (collectively, the “**Marks**”) of the sponsors identified in Exhibit B attached hereto (collectively, the “**Sponsors**”) to be predominately displayed on the Dugouts or on signage placed on fencing or other surfaces adjacent to the Dugouts. The Sponsors shall be solely responsible for all costs and expenses associated with the maintenance of the appearance of the Marks. The Town of Acton and ABYB shall work in cooperation with the Sponsors, through MMF, so that work necessary to maintain the Marks can be completed in a mutually satisfactory manner.

2.3 Ownership of the Dugouts and Indemnification. From and following the Effective Time, the Town of Acton and ABYB shall own the Dugouts and shall be responsible for installation, maintenance, upkeep, use and operation of the Dugouts. The Town of Acton and ABYB acknowledges and agrees that MMF is merely a facilitator with respect to the gift of the Dugouts described in this Agreement. From and following the Effective Date, the Town of Acton and ABYB shall indemnify, defend and hold harmless MMF and its affiliates, successors and assigns, and its donors volunteers, suppliers, architects, engineers, contractors and attorneys, and the respective officers, directors, agents, employees and other representatives of each of the foregoing (collectively, the “**Indemnified Persons**”), from and against any and all claims, damages, liabilities, losses and expenses (including reasonable attorneys fees) sustained, suffered or incurred by any Indemnified Person (regardless of the nature of any such claim and by whom it is asserted) arising from or in connection with the installation, ownership, use, operation, maintenance, upkeep of the Dugouts.

3.0 **Miscellaneous Provisions.**

3.1 Further Assurances. The parties shall execute and deliver all instruments in writing and do or cause to be done all such acts and things as may be necessary or proper for carrying out the purpose or intent of this Agreement.

3.2 Relationship of MMF and Town of Acton and ABYB. In carrying out the terms of this Agreement, MMF and the Town of Acton and ABYB shall act independently of each other. Nothing in this Agreement shall be construed to create a partnership or a principal-agent relationship. Neither MMF nor the Town of Acton and ABYB shall act as an agent for each other or incur any liability in the name or on behalf of the other unless specifically authorized in a writing executed by both MMF and the Town of Acton and ABYB.

3.3 Delivery of Notices. Any notice, direction or instrument required or permitted to be given hereunder shall be given in writing and mailed postage prepaid by United States Postal Service certified mail return receipt requested to MMF or the Town of Acton and ABYB at their respective addresses set forth below:

If to MMF: The Massachusetts Melanoma Foundation, Inc.
66 Commonwealth Avenue
Concord, MA 01742
Attention: Executive Director

If to Town of Acton: Town of Acton
472 Main Street
Acton, MA 01720

If to ABYB: Acton-Boxborough Youth Baseball
P.O. Box 2784
Acton, MA 01720

All communications delivered in accordance with this provision shall be deemed to have been given or made on the third business day following the day after which it was mailed, and either MMF or the Town of Acton and ABYB may, from time to time, give notice of any change of its address in the manner herein provided and, in such event, the address of MMF or the Town of Acton and ABYB shall be deemed to be changed accordingly.

3.4 Amendments. This Agreement may be amended only by written instrument executed by MMF and the Town of Acton and ABYB.

3.5 Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to conflict of laws principles. This agreement may be simultaneously executed in two counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument, which shall be sufficiently evidenced by any such original counterpart. Every provision in this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder of this Agreement. All exhibits and attachments hereto, as the same may exist from time to time, are attached hereto and incorporated herein by reference. This Agreement contains the entire understanding that exists between MMF and the Town of Acton and ABYB with respect to the subject matter hereof and all of the rights, interest, understandings, agreements and obligations of MMF and the Town of Acton and ABYB pertaining to the subject matter hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Gift Agreement to be executed by their respective duly authorized representatives as of the date first written above.

THE MASSACHUSETTS MELANOMA FOUNDATION, INC.

By: _____
(Signature)

Print Name:

Print Title:

THE TOWN OF ACTON, MASSACHUSETTS

By: _____
(Signature)

Print Name:

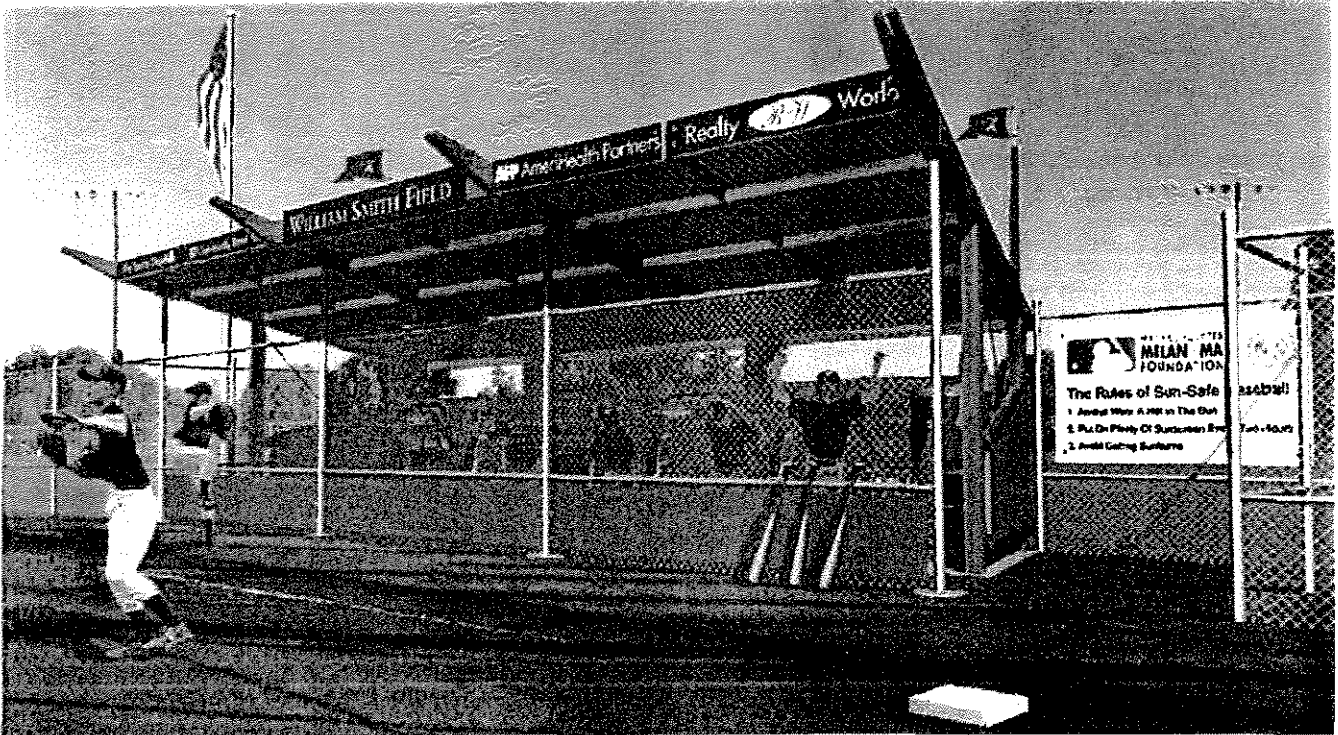
Print Title:

ACTON-BOXBOROUGH YOUTH BASEBALL.

By:  _____
(Signature)

Print Name: STEPHEN MIELKE
Print Title: PRESIDENT

RENDERING OF DUGOUT



SPONSORS

- A. Massachusetts Melanoma Foundation, Inc.
- B. Major League Baseball
- C. Up to two (2) additional Sponsors to be identified by MMF
following the date of this Agreement,
effective upon notice given by MMF to the Town of Acton and ABYB